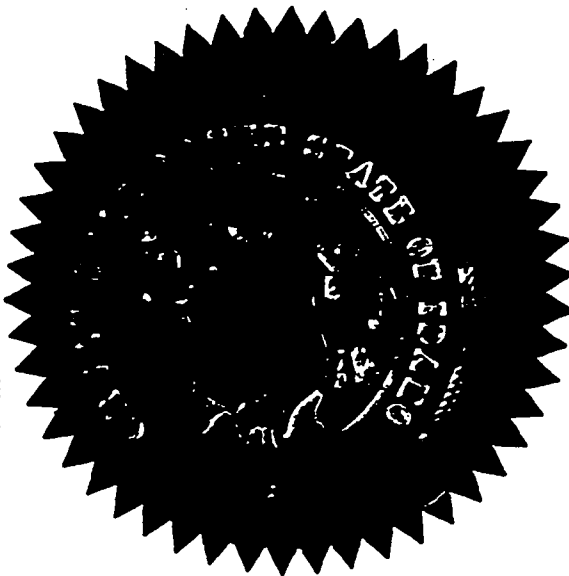


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## Department of State.

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho and custodian of the Seal of said State, do hereby certify that the annexed is a full, true and complete transcript of merger agreement between GOLCONDA CORPORATION, an Idaho corporation, merging with and into RegO Company, a Delaware corporation not qualified in Idaho, received and filed in this office on the 17th day of June, 1977, as appears of record in this office as of this date.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Idaho.

Done at Boise, Idaho, this 17th day of  
June A.D., 1977

Pete T. Cenarrusa

Secretary of State

*Ann Link*

Corporation Clerk

Certificate of Certified Copy

LS 001935

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## AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 15th day of March, 1977, pursuant to Section 252 of the General Corporation Law of the State of Delaware, between RegO Company, a Delaware corporation, and Golconda Corporation, an Idaho corporation.

WITNESSETH that:

WHEREAS, all of the constituent corporations desire to merge into a single corporation; and

WHEREAS, said RegO Company, a corporation organized under the laws of the State of Delaware, by its Certificate of Incorporation which was filed in the office of the Secretary of State of Delaware on November 9, 1976 and recorded in the office of the Recorder of Deeds for the County of New Castle on November 9, 1976, has an authorized capital stock consisting of one hundred (100) shares of common stock of the par value of Ten Dollars (\$10.00) each, of which stock one hundred (100) shares is now issued and outstanding and shall be cancelled upon the effective date of the merger contemplated hereby.

WHEREAS, said Golconda Corporation, a corporation organized under the laws of the State of Idaho by its Articles of Incorporation which was filed in the office of the Secretary of State of Idaho on January 18, 1927 and recorded in the office of the Recorder of Deeds for the County of Shoshone on January 14, 1927, has an authorized capital stock consisting of eight million five hundred thousand (8,500,000) shares of which seven million five hundred thousand (7,500,000) shares shall be common stock without par value and one million (1,000,000) shall be convertible preferred stock having a par value of \$1.00 per share, of which stock 380,902 shares of preferred and 2,774,392 shares of common are now issued and outstanding; and

WHEREAS, the registered office of said RegO Company in the State of Delaware is located at 100 West Tenth Street in the City of Wilmington, County of New Castle, and the name of its registered agent at such address is The Corporation Trust Company; and the registered office of Golconda Corporation in the State of Idaho is located at P.O. Box 469 in the City of Wallace, County of Shoshone, and the name of its registered agent at such address is Mr. Wray Featherstone:

NOW, THEREFORE, the corporations, parties to this agreement in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: RegO Company hereby merges into itself Golconda Corporation and said Golconda Corporation shall be and hereby is merged into RegO Company, which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of RegO Company, as amended herein, is set forth in its entirety and attached hereto as Appendix 1 and all the terms and provisions thereof are hereby incorporated in this Agreement and made a part hereof with the same force and effect as if herein set forth in full; and from and after the effective date of the merger and until further amended as provided by law said Appendix 1 separate and apart from this Agreement of Merger shall be, and may be separately certified as, the Certificate of Incorporation, as amended, of the surviving corporation.

THIRD: Each share of Common Stock and each share of Convertible Preferred Stock of the merged corporation which shall be outstanding on the effective date of this Agreement and all rights in respect thereof shall forthwith be changed and converted, respectively, into one share of Common Stock and one share of Convertible Preferred Stock of the surviving corporation without any further action by the shareholders thereof.

FOURTH: The terms and conditions of the merger are as follows:

(a) The bylaws of the surviving corporation as they shall exist on the effective date of this agreement shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended or repealed as therein provided, except that such changes shall be made initially in order to delete inapplicable references to the state of incorporation, the corporate name, the address of the registered office and inapplicable dates.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective upon filing with the Secretary of State of Delaware. However, for all accounting purposes the effective date of the merger shall be as of the close of business on June 30, 1977.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations and other assets of every kind and description of the merged corporation shall be transferred to, vested in and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation, respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by its successors or assigns, to execute and deliver or cause to be executed and delivered all such deeds and instruments and to take or cause to be taken such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof and the proper officers and directors of the merged corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

FIFTH: Anything herein or elsewhere to the contrary notwithstanding this agreement may be terminated and abandoned by the board of directors of any constituent corporation at any time prior to the date of filing the agreement with the Secretary of State.

IN WITNESS WHEREOF, the parties to this agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective boards of directors have caused these presents to be executed by the President and attested by the Secretary of each party hereto.

ATTEST:

By

Secretary

ATTEST:

By

Secretary

GOLCONDA CORPORATION

By

President

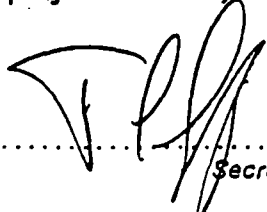
RegO Company

By

President

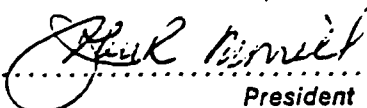
I, THOMAS L. SEIFERT Secretary of RegO Company, a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of GOLCONDA CORPORATION, a corporation of the State of Idaho, was duly submitted to the stockholders of said RegO COMPANY at a special meeting of said stockholders called and held separately from the meeting of stockholders of any other corporation after at least twenty (20) days' notice by mail as provided by Section 252 and Section 251 of Title 8 of the Delaware Code of 1953 on the 14th day of March, 1977, for the purpose of considering and taking action upon the proposed Agreement of Merger; that 100 shares of stock of said Corporation were on said date issued and outstanding; having voting power, that the proposed Agreement of Merger was approved by the stockholders by an affirmative vote representing at least a majority of the outstanding stock of said corporation entitled to vote thereon, and that thereby the Agreement of Merger was at said meeting duly adopted as the act of the stockholders of said RegO Company and the duly adopted agreement of said corporation.

WITNESS my hand on this 15th day of March, 1977.

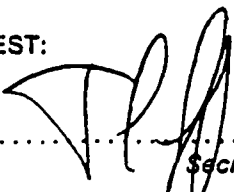
  
.....  
Secretary

THE ABOVE AGREEMENT OF MERGER, having been executed on behalf of each corporate party thereto, and having been adopted separately by each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware, and the Business Corporation Act of the State of Idaho, the President of each corporate party thereto does now hereby execute the said Agreement of Merger and the Secretary of each corporate party thereto does now hereby attest the said Agreement of Merger, as the respective act, deed and agreement of each of said corporations, on this 15th day of March, 1977.

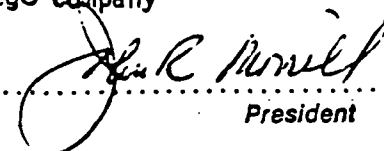
GOLCONDA CORPORATION

  
.....  
President

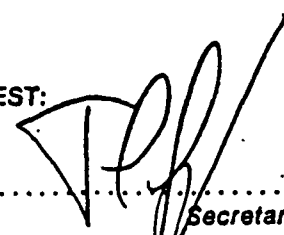
ATTEST:

  
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Secretary

RegO Company

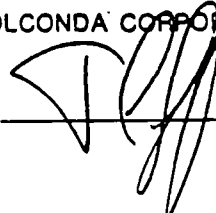
  
.....  
President

ATTEST:

  
.....  
Secretary

I, THOMAS L. SEIFERT, Secretary of GOLCONDA CORPORATION, hereby certify, as such Secretary and under the seal of said corporation, that the Agreement of Merger to which this certificate is attached, after having been first duly approved by resolution of the Board of Directors of GOLCONDA CORPORATION and by resolution of the Board of Directors of RegO Company, and having been signed by the directors of GOLCONDA CORPORATION and by the directors of RegO Company, was duly submitted to the shareholders of said GOLCONDA CORPORATION, at a meeting of said shareholders duly called separately in the manner provided in Section 30-133 of the Idaho Code, 1947, for calling stockholders' meetings, and that at that meeting the Agreement of Merger was adopted by the affirmative vote of the holders of two million eight hundred five thousand one hundred fifty-one (2,805,151), being the holders of at least two-thirds of the voting power of all shareholders.

WITNESS my hand and the seal of the said GOLCONDA CORPORATION on this 17th day of June, 1977.

  
\_\_\_\_\_  
Secretary

(SEAL)

LS 001939

THIS AGREEMENT OF MERGER, having been approved by resolution of the Board of Directors of Golconda Corporation, and by resolution of the Board of Directors of RegO Company, and having been signed by the directors of Golconda Corporation, and signed by the directors of RegO Company, and thereafter having been approved by the shareholders of Golconda Corporation at a meeting separately called and held by the affirmative vote of the holders of at least two-thirds of the voting power of the shareholders, and having been approved by the shareholders of RegO Company, at a meeting separately called and held, by the affirmative vote of the holders of at least two-thirds of the voting power of the shareholders, the President and Secretary of RegO Company, and the President and Secretary of Golconda Corporation do now hereby execute this Agreement of Merger under the corporate seal of each of said corporations as the act and deed of each of said corporations, respectively, on this 17th day of June, 1977.

GOLCONDA CORPORATION

By: *John R. Connel*  
President  
*[Signature]*  
Secretary

(SEAL)

RegO Company.

By: *John R. Connel*  
President  
*[Signature]*  
Secretary


(SEAL)

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS:

On the 17th day of June, 1977, before me, a notary public of the State of Illinois, personally appeared John R. Morrill, known to me to be the President of RegO Company, one of the corporations which executed the Agreement of Merger to which this is attached, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)


  
Notary Public  
CAROL D'ASCENZO, Notary Public  
Certificate filed Cook County, ILL.  
Commission expires Nov. 7, 1979

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS:

On the 17th day of June, 1977, before me, a notary public of the State of Illinois, personally appeared John R. Morrill, known to me to be the President of Golconda Corporation, one of the corporations which executed the Agreement of Merger to which this is attached, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

  
Notary Public  
CAROL D'ASCENZO, Notary Public  
Certificate filed Cook County, ILL.  
Commission expires Nov. 7, 1979

**CERTIFICATE OF INCORPORATION  
OF  
RegO Company**

ARTICLE 1: The name of the corporation is RegO Company.

ARTICLE 2: The address of its registered office in the State of Delaware is 100 West Tenth Street in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE 3: The duration of the corporation is perpetual.

ARTICLE 4: The purpose or purposes for which the corporation is organized are:

To buy, sell, design, engineer, manufacture, create and repair special machines, machine parts, jigs, tools, dies, fixtures, precision parts, and any other product in any manner similar thereto.

To manufacture, assemble, buy, sell, hire, install, research and develop, distribute or dispose of electromechanical components and assemblies, guidance components and assemblies, electropneumatic components and assemblies, precise instrumentation components and assemblies and all kinds of goods, wares, merchandise, manufactures, commodities, machinery, tools, supplies and products, appliances, devices or equipment, of every kind and nature.

To design, develop, manufacture, buy or market various types of control devices, regulators, valves, welding devices, and any other devices of electrical and/or mechanical nature.

To design, develop, manufacture, buy or market food serving devices and facilities including, but not limited to, display cases, refrigerators, serving counters, warming devices, carbonators, dispensers of liquids or semi-solid foods, ice cream makers, coffee makers, utensils and other devices used in the preparation, storage, serving and clean up of food or other materials used or consumed by humans. Generally to engage in and conduct any form of manufacturing or mercantile enterprise.

To locate, buy, acquire, own, lease, sell, convey and deal in mines, and mineral lands of every kind and nature and description, also purchase, locate or otherwise acquire, own, enter or lease, sell and deal in mill sites, water rights and terminal facilities; to work, prospect, or develop mines and mineral lands of every nature or description, either for itself or for other companies, corporations or individuals upon such terms or for such remuneration as it shall deem fit and proper and to accept, take and hold mineral lands of every nature or description, either as an entirety or any interest in the same; to hold, purchase or otherwise acquire or be interested in, and to sell, assign, pledge or otherwise dispose of, shares of the capital stock, bonds, or other evidence of debt issued or created by any other corporation; whether foreign or domestic, and whether now or hereafter organized; and while the holder of any such shares of stock, to exercise all the rights and privileges of ownership, including the right to vote thereon to the same extent, as a natural person might or could do; to do everything that may be necessary or proper in the conduct of its business in the way of locating, prospecting, developing, acquiring, buying and selling mineral lands and mining claims of every kind, nature and description, and working such mines and the production of ores and minerals therefrom, and in the reducing such ores and minerals to the most merchantable value, and in doing the same, to contract, build, buy, sell, own and operate all necessary mills, smelters, machinery, roads, railroads, tramways, ditches, flumes, and such other property as shall be fit and necessary in carrying out the objects herein stated; to sell, buy and lease mines and mining property of all kinds and property of every kind and nature and description, useful and necessary in operating and maintaining the same, and in reducing the ores and in refining the minerals taken therefrom upon commission, whether such commission be paid in money or otherwise; to erect buildings, operate saw-mills and engage in trade of every kind both in stores and provisions, steam and other transportation, road building and engineering, freighting and carrying.



To conduct a general mining, milling and smelting business.

To purchase, secure, use, own and enjoy any and all franchises useful and beneficial for the prosecution of the business of this corporation.

To exercise the right of eminent domain according to law and condemn and acquire rights of way for tunnels, shafts, hoisting works, dumps, cuts, ditches, canals, reservoirs, storage basins, dams, roads, railroads and tramways incident, necessary or convenient for the uses and purposes and objects of this corporation and do all such things incident to the general business of this corporation in the State of Delaware, in the other states and territories of the United States and elsewhere, that this corporation may desire or conclude to do business.

To buy and sell ores, bullion, metals, minerals and concentrates, and all other materials and supplies, and to reduce ores and minerals for pay.

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

To acquire, and pay for in cash, stock or bonds of this corporation or otherwise, the good will, rights, assets and property and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trade-marks and trade names, relating to or useful in connection with any business of this corporation.

To acquire by purchase, subscription, or otherwise, and to receive, hold, own, guarantee, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warrants, rights, bonds, debentures, notes, trusts, receipts and other securities, obligations, choses in action and evidences of indebtedness or interest issued or created by any corporation, joint stock companies, syndicates, associations, firms, trusts or persons, public or private, or by the government of the United States of America, or by any foreign government, or by any state, territory, province, municipality or other political subdivision or by any governmental agency, and as owner thereof to possess and exercise all the rights, powers and privileges of ownership, including the right to execute consents and vote thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof.

To borrow or raise monies for any of the purposes of the corporation and, from time to time without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof, and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the corporation for its corporate purposes.

To purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with real or personal property, or any interest therein, wherever situated, and to sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage or pledge, all or any of the corporation's property and assets, or any interest therein, wherever situated.

To enter into partnership or joint venture agreements with other corporations, partnerships or individuals.

In general, to possess and exercise all the powers and privileges granted by the Delaware Corporation Law or by any other law of Delaware or by this document together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business or purposes of the corporation.

The business and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from, the terms of any other clause in this document, but the business and purposes specified in each of the foregoing clauses of this article shall be regarded as independent business and purposes.

**ARTICLE 5:** The total number of shares of stock which RegO shall have authority to issue is eight million, five hundred thousand (8,500,000) of which seven million, five hundred thousand (7,500,000) shares shall be common stock having a par value of \$.01 per share and one million (1,000,000) shall be convertible preferred stock having a par value of \$1.00 per share. All such shares shall be fully paid and non-assessable.

Each share of preferred stock of RegO shall be convertible into one and one-half shares of the common stock of RegO upon surrender to the corporation of the certificates of convertible preferred stock so to be converted, duly assigned in blank for transfer. No adjustment of dividends will be made upon the exercise of the conversion privilege.

RegO shall not be required to issue fractional shares of common stock in exchange for shares of its convertible preferred stock. If any fractional interest is due any holder of its preferred stock, the Board of Directors of RegO may at its election (i) issue non-voting scrip for such fractional interest in such form as the Board of Directors may determine, which scrip shall be exchangeable within a period of one year following the date of this issue, together with other scrip, for one or more full shares of common stock, or (ii) pay an amount in cash equal to the current market value of such fractional interest, calculated to the nearest cent, computed on the basis of the last reported sales price for such common shares on the Pacific Stock Exchange on the date of conversion.

The holders of the convertible preferred stock shall be entitled to receive, when and as declared, dividends at the rate of \$1.00 per share per annum payable quarterly. The dividends on the said preferred stock shall be cumulative and shall be payable before any dividends on the common shall be paid or set apart. If in any year, the dividends declared and paid upon the said preferred stock shall not amount to \$1.00 per share, the deficiency shall be payable before any dividends shall be thereafter paid upon or set apart for the common stock; provided, however, that whenever all cumulative dividends on the said preferred stock for all previous years shall have been declared and become payable, and the accrued quarterly installments for the current year shall have been declared, and the corporation shall have paid such cumulative dividends for previous years, and such accrued quarterly installments, or shall have set aside from its surplus or net profits a sum sufficient for the payment thereof, the Board of Directors may declare dividends on the common stock payable then or thereafter out of any remaining surplus or net profits.

The convertible preferred shares shall be preferred as to assets as well as dividends, as aforesaid, and upon the dissolution, liquidation or winding up of the corporation, the holders of said preferred shares shall be entitled to receive and be paid for each said preferred share, out of the assets of the corporation (whether capital or surplus) \$42.00 per share where such event is voluntary or \$37.50 per share where such event is involuntary, plus an amount equal to dividends accumulated and unpaid thereon, whether earned or declared or not, before any distribution of assets shall be made to the holders of common shares, but the holders of said preferred shares shall not be entitled to further participation in such distribution, and the holders of the common shares shall be entitled, to the exclusion of the holders of said preferred shares, to all assets of the corporation remaining after payment to the holders of the said preferred shares of the full preferential amount aforesaid.

Neither a consolidation nor merger of the corporation with or into any other corporation, nor a merger of any other corporation into the corporation, nor the purchase or redemption of all or any part of the outstanding shares of any class or classes of stock of the corporation, nor the sale or transfer of the property and business of the corporation as or substantially as an entirety, shall be construed to be a liquidation, dissolution, or winding up of the corporation within the meaning of the foregoing provisions.

The holders of the convertible preferred shares shall be entitled to one vote for each share held and shall have the power to vote cumulatively for the election of directors. The said preferred shares and the common shares shall vote together as one class.

The corporation, at its option to be exercised by its Board of Directors, may redeem in whole or in part the convertible preferred shares at any time, at \$37.50 per share, plus an amount equal to dividends accumulated and unpaid thereon, whether earned or declared or not. Payment of the redemption price of the said preferred shares shall be made in cash. Notice of such redemption, stating the redemption date, the redemption price and the place of payment thereof shall be given by mailing a copy of such notice at least thirty (30) days prior to the date fixed for redemption to the holders of record of the said preferred shares to be redeemed at their respective addresses as the same appear on the books of the corporation. If such notice of redemption shall have been duly given and if on or before the redemption date specified in such notice all funds necessary for such redemption shall have been set aside so as to be available therefor, then notwithstanding that any certificate for said preferred shares so called for redemption shall not have been surrendered for cancellation, the shares represented thereby shall no longer be deemed outstanding, the right to receive dividends thereon shall cease to accrue from and after the date of redemption so fixed and all rights with respect to such preferred shares so called for redemption not theretofore expired shall forthwith on such redemption date cease and terminate, except only the right of the holders thereof to receive the amount payable upon redemption thereof, but without interest.

Convertible preferred shares which are redeemed, purchased or otherwise acquired by the corporation shall be cancelled and shall not be reissued.

In case the corporation shall at any time or from time to time subdivide the outstanding shares of common stock into a greater number of shares, then with respect to each such subdivision the number of shares of common stock deliverable upon conversion of each share of convertible preferred stock hereby designated shall be increased in proportion to the increase resulting from such subdivision in the number of outstanding shares of common stock; and in case the corporation shall at any time, or from time to time, combine the outstanding shares of common stock into a smaller number of shares, then with respect to such combination the number of shares of common stock deliverable upon the conversion of each share of convertible preferred stock hereby designated shall be decreased in proportion to the decrease resulting from such combination in the number of outstanding shares of common stock.

In case, prior to the conversion or redemption of the convertible preferred stock, the corporation shall be recapitalized by reclassifying its outstanding common stock into shares with a different par value or shall thereafter reclassify any such shares in like manner, or the corporation or a successor corporation shall consolidate or merge with or convey all or substantially all its or any successor corporations properly or assets to any other corporation or corporations, the holder of the convertible preferred stock shall thereafter have the right to convert pursuant to and on the terms and conditions and during the time specified herein, in lieu of the shares theretofore convertible, such shares of stock, securities or assets as may be issued or payable with respect to, or in exchange for, the number of shares theretofore receivable upon the conversion of the said preferred stock had such recapitalization, consolidation, merger or conveyance not taken place; and in any such event, the rights of the holder of said preferred shares to an adjustment in the number of common shares into which said preferred stock is convertible shall continue and be preserved in respect of any stock, securities or assets which the holder of said preferred stock is thus entitled.

In the event:

(A) The corporation shall take a record of the holders of its common stock for the purpose of entitling them to receive a dividend otherwise than in cash, or any other distribution in respect of the common stock (including cash), pursuant to, without limitation, any spin-off, split-off or distribution of the corporation's assets; or

(B) The corporation shall take a record of the holders of its common stock for the purpose of entitling them to subscribe for or purchase any shares of stock of any class or to receive any other rights; or

(C) Of any classification, reclassification, or other reorganization of the capital stock of the corporation, consolidation or merger of the corporation with or into another corporation or conveyance of all or substantially all of the assets of the corporation; or

(D) Of the voluntary or involuntary dissolution, liquidation or winding up of the corporation; then, and in any such case, the corporation shall mail to the holders of convertible preferred stock, at least twenty (20) days prior to such record date, a notice stating the date or expected date on which a record is to be taken for the purpose of such dividend, distribution or rights, or the date on which such classification, reclassification, reorganization, consolidation, merger, conveyance, dissolution, or winding up is to take place, as the case may be.

In case the corporation, at any time while convertible preferred stock shall remain issued and outstanding, shall sell all or substantially all its property or dissolve, liquidate or wind up its affairs, the holder of said preferred stock may thereafter receive upon conversion thereof in lieu of each share of common stock of the corporation which such holder would have been entitled to receive, the same kind and amount of any securities or assets as may be issuable, distributable, or payable upon any such sale, dissolution, liquidating or winding up with respect to each share of common stock of the Company.

ARTICLE 6: At all elections of directors of RegO, each common and convertible preferred stockholder shall be entitled to as many votes as shall equal the number of votes which (except for such provision as to cumulative voting) he would be entitled to cast for the election of directors with respect to his shares of stock multiplied by the number of directors to be elected, and he may cast all such votes for a single director or may distribute them among the number to be voted for, or for any two or more of them as he may see fit.

ARTICLE 7: No common or preferred stockholder of RegO shall by reason of his holding shares of any class have any preemptive or preferential right to purchase or subscribe to any shares of any class of the corporation, now or hereafter to be authorized, or any notes, debentures, bonds or other securities convertible into or carrying options or warrants to purchase shares of any class, now or hereafter to be authorized, whether or not the issuance of any such shares, or such notes, debentures, bonds or other securities, would adversely affect the dividend or voting rights of such stockholder, other than such rights, if any, as the Board of Directors, in its discretion from time to time may grant, and at such price as the Board of Directors in its discretion may fix; and the Board of Directors may issue shares of any class of RegO, or any notes, debentures, bonds or other securities convertible into or carrying options or warrants to purchase shares of any class, without offering any such shares of any class, either in whole or in part, to the existing shareholders of any class.

ARTICLE 8: In furtherance and not in limitation of the powers conferred by statute, the Board of Directors of RegO is expressly authorized:

To make, alter or repeal the by-laws of RegO except as otherwise provided for in the by-laws.

To authorize and cause to be executed mortgages and liens upon the real and personal property of RegO.

To set apart out of any of the funds of RegO available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

By a majority of the whole Board, to designate one or more committees, each committee to consist of two or more directors of RegO. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution or in the by-laws of RegO, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of RegO, and may authorize the seal of the corporation to be affixed to all papers which may require it; provided, however, the by-laws may provide that in the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

When and as authorized by the affirmative vote of the holders of a majority of the stock issued and outstanding having voting power given at a stockholders' meeting duly called upon

such notice as is required by statute, or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, to sell, lease or exchange all or substantially all of the property and assets of RegO, including its good will and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property including shares of stock in, and/or other securities of, any other corporation or corporations, as its Board of Directors shall deem expedient and for the best interests of RegO.

ARTICLE 9: Meetings of stockholders may be held within or without the State of Delaware as the by-laws may provide. The books of RegO may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the by-laws of the corporation. Elections of directors need not be by written ballot unless the by-laws of the corporation shall so provide.

ARTICLE 10: The corporation reserves the right to amend, alter, change or repeal any provision contained herein in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

ARTICLE 11: All outstanding options, agreements, warrants and other rights to purchase or otherwise receive or acquire shares of stock of Astro Controls, Inc. or Golconda Corporation shall be deemed options, agreements, warrants, or other rights, as the case may be, to purchase or otherwise receive or acquire under the same circumstances a number of shares of the common or convertible preferred stock of RegO at the applicable exchange ratio.

ARTICLE 12: The business of the corporation shall be managed by a Board of Directors elected by the stockholders at any annual or special meeting of stockholders. Directors of the corporation need not be stockholders. The number of such directors shall be not less than seven (7) nor more than eleven (11). The exact number of directors shall be fixed by the by-laws of the corporation. Vacancies in the Board of Directors shall be filled by the remaining members of the Board and each person so elected shall be a director of the corporation until his successor shall have been elected.

ARTICLE 13: The name and mailing address of each incorporator is as follows:

<u>Name</u>	<u>Mailing Address</u>
F. J. Obara, Jr.	100 West Tenth Street Wilmington, Delaware 19801
W. J. Reif	100 West Tenth Street Wilmington, Delaware 19801
R. F. Andrews	100 West Tenth Street Wilmington, Delaware 19801

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate, hereby declaring and certifying that this is our act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 24th day of September, 1976.

/s/ F. J. Obara, Jr. (SEAL)

/s/ W. J. Reif (SEAL)

/s/ R. F. Andrews (SEAL)

15860 h Merger

ARTICLES OF  
AMENDMENT OF

GOLCONDA CORPORATION

Merger of Golconda Corporation, an Idaho corporation,  
with and into Rego Company, a Delaware corporation, not  
qualified in Idaho and is the survivor.

STATE OF IDAHO

DEPARTMENT OF STATE

Secretary's Office

Boise, Idaho

Approved, filed, and admitted to  
the records of Articles of Incorpor-  
ation of the State of Idaho and  
certificate issued

this 17th day of

June, 19 77

at 10:35 o'clock A.M.

FEEES PAID

Filing \$ 10.00

Recording 5.20

Certificate 2.00

License Tax \_\_\_\_\_

TOTAL \$ 17.20

PETE T. CENARRUSA  
SECRETARY OF STATE

BY \_\_\_\_\_

Ann Fisk  
CORPORATION CLERK

Eberle & Berlin

LS 001949

H. F. MAGNUSON & COMPANY

*Certified Public Accountants*

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

SCOTT BUILDING  
WALLACE, IDAHO

OFFICES  
HELLOO AND  
COEUR D'ALENE, IDAHO

July 29, 1976

Mr. David Nomura  
Golconda Corporation  
39 South LaSalle Street  
Chicago, Illinois 60603

Dear Dave:

This will confirm our conversation of today relative to the offer I submitted by letter dated June 30, 1976, to purchase the assets owned by Golconda Mining Corporation.

In accordance with my conversation with you today, I would be willing to pay \$175,000 in cash for the assets set forth in my letter of June 2, 1976. As I mentioned in my previous letter, you suggested that I might consider the purchase of 2,000,000 shares of Golconda Mining Corporation capital stock presently outstanding. If agreeable, I would be willing to purchase the outstanding capital stock of Golconda Mining Corporation on the basis of a cash offer of \$175,000 for the assets set forth in my letter of June 2, 1976. This amount would have to be adjusted by adding the cash in bank and deducting accounts payable which I would assume.

If this offer is acceptable, I would appreciate your advising me and I will have the necessary agreement drafted. If you desire any additional information, please advise.

Very truly yours,

H. F. MAGNUSON & COMPANY

By

  
H. F. Magnuson

HFM:ed

cc: Mr. Wray Featherstone

LS 001950





## GOLCONDA CORPORATION

39 SO. LA SALLE STREET · CHICAGO, IL. 60603 · 312/372-3090 · 312/372-3148

September 20, 1976

Mr. Harry F. Magnuson  
H. F. Magnuson & Company  
P. O. Box 469  
Scott Building  
Wallace, Idaho 83873

Dear Mr. Magnuson:

Thank you for your letter of July 29, 1976 which incorporates by reference your letter of June 2, 1976 and the Schedule of Assets dated March 31, 1976, attached hereto as Exhibit "A", and the Schedule of Accounts Receivable due Golconda and/or Golconda Mining Corporation dated April 30, 1976, attached hereto as Exhibit "B". Golconda Corporation (hereinafter referred to as "Golconda") accepts your, Mr. Harry F. Magnuson (hereinafter referred to as "Magnuson"), offer to purchase the assets referred to in the aforementioned Schedule of Assets and Schedule of Accounts Receivable (hereinafter collectively referred to as "Assets") for the purchase price of One Hundred Seventy-Five Thousand Dollars (\$175,000) cash, to be paid at closing, upon the following terms and conditions:

1. Magnuson agrees that all the securities of the various mining companies which are listed under Items 3 and 4 of Exhibit "A" (all such securities hereinafter referred to as "Affiliated Mining Securities") are being purchased for investment purposes only, and Magnuson agrees that the Affiliated Mining Securities are not being purchased with a view toward distribution. Accordingly, Magnuson agrees not to sell, transfer or otherwise dispose of any of the shares of the Affiliated Mining Securities for two years from the date of acquisition of said shares, except if the sale, transfer or other disposition is (i) by operation of law; (ii) after registration, or in the opinion of counsel acceptable to Golconda that a registration is not necessary, or (iii) with Golconda's

LS 001951

consent. Magnuson agrees that the stock certificates for said shares may contain a legend to denote his investment intent in making this purchase. After the end of the two-year period or after the occurrence of one of the exceptions referred to above, the Affiliated Mining Securities may be reissued in a form not containing said legend. It is agreed, however, that the foregoing restrictions shall not prohibit the transfer of the ownership of the said Affiliated Mining Securities to a corporation or partnership wholly-owned by H. F. Magnuson and members of his immediate family and not more than two other persons. It is further agreed that in the event a transfer of ownership of said Affiliated Mining Securities is made to such a corporation or partnership, the following restrictions will apply to the transferee.

2. Magnuson is a member of the Board of Directors of Golconda and also a member of the Board of Directors of some of the companies whose shares of stock make up the Mining Securities listed under Items 3, 4 and 5 of Exhibit "A" being sold pursuant to this agreement. Accordingly, Magnuson represents and warrants to Golconda that he is not in the possession of any special or confidential information regarding the value of the stock of such Mining Securities, nor does he have any special or confidential information regarding the financial condition of Golconda Mining or the companies whose shares of stock make up such Mining Securities or any of the mineral claims underlying any of said securities which is not also known to Golconda or to an officer or Board member of Golconda other than Magnuson.
3. Magnuson, in his capacity as a member of the Board of Directors of Golconda or in any other capacity, has not currently received or has no knowledge of any offer or potential offer to purchase the Assets or, in the alternative, the stock of Golconda Mining or in the Mining Securities at a price in excess of the price which he is paying to Golconda.
4. The transfer of all the securities contemplated by this agreement is made on an "as is" basis without any representations and/or warranties of any kind or character whatsoever by Golconda to Magnuson

LS 001952

except that Golconda does warrant to Magnuson that it owns all said securities free and clear of any liens, encumbrances or restrictions and that Golconda has taken all the necessary corporate action to transfer full and complete title in said shares to Magnuson upon the consummation of the transaction.

5. The parties hereto agree that this matter will be closed as soon as possible, but in no event later than \_\_\_\_\_, 1976. The closing shall take place at the office of Golconda Mining in Wallace, Idaho or such other place as the parties may mutually agree.
6. At the closing, Magnuson and Golconda shall deliver the following documents:
  - A. Golconda
    - (1) Stock certificates representing the shares of Mining Securities listed in Items 3, 4 and 5 of Exhibit "A", duly endorsed in blank to Magnuson. Magnuson shall arrange for the transfer to himself of the Mining Securities. (Items 3, 4 and 5 on Schedule of Assets).
    - (2) A bill of sale conveying Golconda's and Golconda Mining's interest in the Mill and all personal property, equipment and fixtures now located thereon. (Item 2 on Schedule of Assets).
    - (3) A quitclaim deed or deeds conveying all of Golconda's and Golconda Mining's right, title and interest in and to the mining property to Magnuson. (Item 1 on Schedule of Assets).
    - (4) An assignment assigning to Magnuson all of Golconda's and Golconda Mining's interest in and to the accounts receivable listed on Exhibit "B".
    - (5) A duly endorsed stock certificate or certificate representing all of the outstanding stock of Golconda Mining Corporation, an Idaho corporation. Magnuson agrees that the shares of Golconda Mining Corporation shall be held by him subject to the

LS 001953

September 20, 1976  
Mr. Harry F. Magnuson  
Page 4

restrictions set forth in Paragraph 1 hereof, and that any cash belonging to Golconda Mining Corporation may be distributed to Golconda prior to the closing.

B. Magnuson

- (1) A certified or cashier's check in the amount of \$175,000 payable to Golconda.
- (2) All corporate and financial books and records of Golconda.

Golconda agrees, after the closing of this matter, to be responsible for all existing commitments with respect to employment or pension agreements or arrangements by and between either Golconda or Golconda Mining Corporation and Wray Featherstone, Walter L. Sly and C. E. Bloom. From and after the date of the closing, Golconda and Magnuson agree that there is no need for continuance of the office of Golconda Mining or the employment of any personnel, or other similar expense at Golconda's expense; consequently, after the closing Golconda will no longer honor any expenses thereafter incurred related to the maintaining of the Golconda Mining office. All records of Golconda shall be shipped at Golconda's expense to Golconda's office in Chicago immediately after the closing.

If the foregoing terms and conditions are acceptable to you, please sign in the space provided below.

GOLCONDA CORPORATION

By: 

Thomas L. Seifert  
General Counsel & Secretary

The foregoing terms and conditions are acceptable.

Date October 22, 1976 By:   
Harry F. Magnuson

TLS:cd  
Att.

LS 001954

# EXHIBIT "A"

Golconda Mining Corporation  
Scott Building  
Wallace, Idaho

## SCHEDULE OF ASSETS FOR WHICH OFFERS OR BIDS ARE SOLICITED March 31, 1976

### 1. Golconda Mining Corporation - Mining Property:

The property consists of approximately 90 acres of patented land with mineral rights, a 50 per cent interest in approximately 30 acres of patented mining claims, 66 patented mining claims totaling approximately 1,003 acres and 25 unpatented mining claims totaling approximately 400 acres. This contiguous group is located in the Leland and Hunter Mining Districts, Shoshone County, Idaho. Property maps may be inspected at the office of Golconda Mining Corporation, Scott Building, Wallace, Idaho by appointment.

### 2. Golconda Mill:

This consists of a 200-ton lead-zinc flotation mill. Arrangements to inspect the mill can be made by calling D. L. Hess at (208) 752-1131, Wallace, Idaho or Wray Featherstone at (208) 772-3556, Hayden Lake, Idaho. The purchaser would be expected to remove all machinery and equipment and dismantle the mill building within a reasonable length of time unless such purchaser also acquire the land on which the mill is located.

### 3. Interest in Alice Consolidated Mines, Inc.:

Golconda Mining Corporation owns 4,308,020 shares of Alice Consolidated Mines, Inc. or 53.65 per cent of the outstanding capital stock. The Alice Consolidated property lies to the east of the Golconda Mining Corporation property. The Alice Consolidated property consists of a 90 per cent mineral right interest in approximately 145 acres of patented land, 32 patented mining claims aggregating approximately 533 acres and 43 unpatented claims aggregating approximately 482 acres. Property maps may be inspected at the office of Golconda Mining Corporation, Scott Building, Wallace, Idaho by appointment. It is the desire of Golconda to sell this capital stock interest consisting of 4,308,020 shares of Alice Consolidated Mines, Inc.

LS 001955

### 4. Interest in companies owning properties in the Golconda Area:

Golconda Mining Corporation holds substantial stock interests in several corporations owning properties near or adjacent to the Golconda property. These interests are set forth as follows:

Corporation	Shares Owned By Golconda	Percentage of Outstanding Capital Stock
Bell Mining Company	203,000	40.64%
Black Bear Mines Company	880,371	68.73
Granada Lead Mines, Inc.	<del>775,442</del> 755,442	31.02
Great Eastern Mining Co., Ltd.	100,000	12.83
Ivanhoe Mining Company	358,000	23.93
Mullan Metals, Inc.	426,512	42.7
Square Deal Mining & Milling Co.	997,459	54.33
Wallace Mining Company	254,025	52.19

Square Deal also owns 349,600 shares (4.35%) of the outstanding shares of Alice Consolidated Mines, Inc. It is the desire of Golconda Mining Corporation to sell the capital stock interests in the various mining corporations either separately or as a unit. Additional information regarding these various corporations and/or the mining properties held by these corporations will be provided upon request.

5. Miscellaneous Securities:

Golconda Mining Corporation wishes to sell miscellaneous securities in various corporations set forth as follows:

<u>Corporation</u>	<u>Shares Owned by Golconda</u>
Aberdeen-Idaho Mining Company	13,000
Abot Mining Company	27,502
Bullion Mining Company	157,902
Coeur d'Alene Syndicate	318
East Coeur d'Alene Silver Mines, Inc.	100,000
Hunter Creek Mining Company	6,500
Uranium <del>Idaho-Montana Silver Mines, Inc.</del>	253,834 <del>638,834</del>
Metropolitan Mines Corporation, Ltd.	38,500
Silver Bowl, Inc.	36,500
Silver Buckle Mines, Inc.	211,750
Vindicator Silver-Lead Mines Co.	148,500
Yreka-United, Inc.	95,500
Silver Eureka Corporation	5,700

All of these corporation except Silver Eureka Corporation hold property which is situated in the Coeur d'Alene Mining District.

It is the desire of Golconda Mining Corporation to sell these stocks separately or as a group.

Additional information regarding these various corporations and/or the mining properties held by these corporations will be provided upon request.

LS 001956

Alconda Mining Corporation ( )  
(An Idaho Corporation)  
Wallace Idaho

ACCOUNTS RECEIVABLE  
April 30, 1976  
(Prepared from the records without audit)

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AFFILIATED

Square Deal Mining and Milling Company	\$16,192.77
Wallace Mining Company	109.94
Idaho-Montana Silver Mines, Inc.	5,100.00
Granada Lead Mines, Inc.	800.00
Alice Consolidated Mines, Inc.	1,500.00
Ivanhoe Mining Company	<u>300.00</u>

Total	<u>\$24,002.71</u>
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LS 001957

EXHIBIT "B"

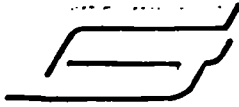
DOMESTIC COMPANIES OWNED BY GOLCONDA MINING CORPORATION - 36(b)

1. Aberdeen-Idaho Mining Company (B)	
2. Abot Mining Company (B)	
3. Alice Consolidated Mines, Inc.	(53.65%)
4. Bell Mining Company	(40.64%)
5. Black Bear Mines Company	(68.73%)
6. Bullion Mining Company (B)	
7. Coeur d'Alene Syndicate (B)	
8. East Coeur d'Alene Silver Mines, Inc. (B)	
9. Granada Lead Mines, Inc.	(31.02%)
10. Great Eastern Mining Company, Ltd.	(12.83%)
11. Hunter Creek Mining Company (B)	
12. Idaho-Montana Silver, Inc. (B)	
13. Ivanhoe Mining Company	(23.93%)
14. Metropolitan Mines Corporation (B)	
15. Mullan Metals, Inc.	(75.80%)
16. Silver Bowl, Inc. (B)	
17. Silver Buckle Mines, Inc. (B)	
18. Silver Eureka Corporation (B)	
19. Square Deal Mining & Milling Co., Ltd. (C)	(54.33%)
20. Vindicator Silver-Lead Mines Co. (B)	
21. Wallace Mining Company	(52.19%)
22. Yreka-United, Inc. (B)	

- A. Exact stock ownership to be determined
- B. Exact stock ownership to be determined (but indicated "not controlled" by an Idaho geological consultant).
- C. Square Deal owns 4.35% of Alice Consolidated Mines.

LS 001958





**GOLCONDA CORPORATION**

39 SO. LA SALLE STREET CHICAGO, IL. 60603 312/372-3090 312/372-3148

December 8, 1976

Robert L. Magnuson, Esq.  
Witherspoon, Kelley, Davenport & Toole  
11th Floor Old National Bank Building  
Spokane, Washington 99201

Dear Mr. Magnuson:

This is to advise you that on Tuesday, December 7, 1976 we received the cashier's check in the amount of \$175,000 payable to Golconda Corporation in payment for the mining securities.

Pursuant to your request, enclosed is a Secretary's Certificate certifying as to the offices of Golconda Mining Corporation and the persons occupying said offices and certifying as to the Board of Directors, all of which were elected on April 8, 1976 and have served continuously until their resignations on November 30, 1976. Under separate cover, we are sending you the corporate seal for Golconda Mining Corporation.

Very truly yours,

Thomas L. Seifert  
General Counsel and Secretary  
TLS:cd  
Enc.

LS 001959

SECRETARY'S CERTIFICATE

I, THOMAS L. SEIFERT, Secretary of GOLCONDA MINING CORPORATION, an Idaho corporation, hereby certify that the following is a true and correct list of the offices of GOLCONDA MINING CORPORATION and that said individuals named below have occupied said offices on a continuous basis since April 8, 1976; and I further certify that the list of directors stated below is a true and correct list of the directors of the Corporation and that said individuals have held the position of director since April 8, 1976:

OFFICERS

Wray Featherstone.....President  
Robert C. Gluth.....Vice President  
David R. Nomura.....Treasurer  
Thomas L. Seifert.....Secretary

DIRECTORS

Robert A. Pritzker  
Robert C. Gluth  
George A. Jones

Date: November 29, 1976

GOLCONDA MINING CORPORATION

By: 

Secretary

(S E A L)

LS 001960

Golc - CDA dm - 0993

RESIGNATION

Effective November 30, 1976, I hereby resign my position  
as Vice President and Director of Golconda Mining Corporation.

A handwritten signature in dark ink, appearing to read 'RC Gluth', is written above a horizontal line.

Robert C. Gluth

LS 001961

Golc - CDA dm - 0994

RESIGNATION

Effective November 30, 1976, I hereby resign my position  
as Director of Golconda Mining Corporation.

George A. Jones  
George A. Jones

LS 001962

RESIGNATION

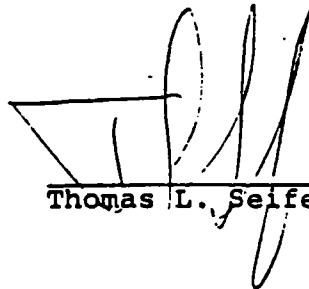
Effective November 30, 1976, I hereby resign my position  
as Director of Golconda Mining Corporation.

  
\_\_\_\_\_  
Robert A. Pritzker

LS 001963

RESIGNATION

Effective November 30, 1976, I hereby resign my position  
as Secretary of Golconda Mining Corporation.

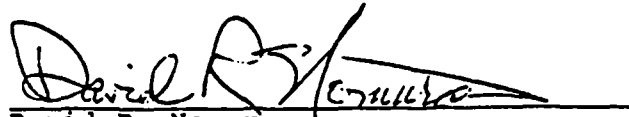


Thomas L. Seifert

LS 001964

RESIGNATION

Effective November 30, 1976, I hereby resign my position  
as Treasurer of Golconda Mining Corporation.

  
David R. Nomura

LS 001965

UNANIMOUS CONSENT TO ACTION  
In Lieu Of  
ANNUAL MEETING OF STOCKHOLDERS

The undersigned, being the sole stockholder of GOLCONDA MINING CORPORATION, an Idaho corporation (the "Company"), does hereby consent, pursuant to the Idaho General Corporation Law, to the election of the following as directors of the Company effective February 1, 1976:

Robert A. Pritzker

Robert C. Gluth

George A. Jones

GOLCONDA CORPORATION

By: \_\_\_\_\_

  
Vice President

Date: July 16, 1976

LS 001966



RESOLUTION  
OF  
THE BOARD OF DIRECTORS  
OF  
GOLCONDA MINING CORPORATION

Pursuant to the General Corporation Law of the State of Idaho which permits action of the Board of Directors without a meeting by consent in writing of all members of the Board, the following resolution is hereby adopted by the Board of Directors of Golconda Mining Corporation effective February 1, 1976:

RESOLVED, That the Board of Directors of this Corporation hereby consent in writing to the appointment of the following officers to the respective offices, as follows:

Wray Featherstone	President
Robert C. Gluth	Vice President
David R. Nomura	Treasurer
Thomas L. Seifert	Secretary

IN WITNESS WHEREOF, the undersigned Directors hereby sign this Consent the date and year indicated.

  
\_\_\_\_\_  
Robert A. Pritzker

  
\_\_\_\_\_  
Robert C. Gluth

  
\_\_\_\_\_  
George A. Jones

Date: July 16, 1976

LS 001967

RECEIVED  
DEC 6 1976  
THOMAS L. SEIFERT  
TELEPHONE  
15091 624-5205

W. W. WITHERSPOON  
1931-1976  
WILLIAM V. KELLEY  
WM. A. DAVENPORT  
ALLAN H. TOOLE  
JOHN E. HEATH, JR.  
E. GLENN HARMON  
JOHN L. NEFF  
KARL K. KROGUE  
ROBERT L. MAGNUSON  
NEO M. BARNES  
WILLIAM O. SYMMES  
ERIC A. NAYES  
ROBERT H. LAMP  
K. THOMAS CONNOLLY  
BARRY J. BRIGGS  
RICHARD W. PEREDONIA  
THOMAS D. COCHRAN

WITHERSPOON, KELLEY, DAVENPORT & TOOLE  
ATTORNEYS & COUNSELORS  
117 FLOOR OLD NATIONAL BANK BUILDING  
SPOKANE, WASHINGTON 99201

December 1, 1976

Mr. Thomas L. Seifert  
General Counsel and Secretary  
Golconda Corporation  
39 South LaSalle Street  
Chicago, Illinois 60603

Dear Mr. Seifert:

We have completed the closing of the sale of Golconda's mining assets to H. F. Magnuson. We enclose herewith Seattle-First National Bank cashier's check #672474, payable to Golconda Corporation, in the amount of \$175,000. This sum represents payment to Golconda of the amount due it under the agreement dated October 22, 1976.

For our file, we would appreciate your furnishing to us a certificate certifying that you and D. R. Nomura were the secretary and treasurer, respectively, of Golconda Mining Corporation on November 8, 1976, and that you were authorized to execute the deeds and bill of sale delivered upon closing. We will also need resignations from the Chicago officers and directors of Golconda Mining Corporation. The resignation should be effective as of November 30, 1976.

It has been a pleasure working with you on this matter and I wish to thank you for your cooperation.

Very truly yours,

WITHERSPOON, KELLEY, DAVENPORT & TOOLE

BY

  
ROBERT L. MAGNUSON

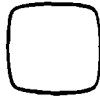
bld

enclosure

cc: H. F. Magnuson

LS 001968

SS



**SEATTLE-FIRST NATIONAL BANK**

672474

**CASHIER'S CHECK**

2874  
1251

PURCHASER: Golconda Mining Corporation

DATE: November 30, 1976

PAY TO THE ORDER OF: Golconda Corporation

AMOUNT  
\$ 175,000.00

S&F BRANCH 175000dls00cts  
S.F.N.B.

AUTHORIZED SIGNATURE

#06724746# 1251-0004: 9134 206#

LS 001969

W. W. WITHERSPOON  
1931-1972  
WILLIAM V. KELLEY  
WM. A. DAVENPORT  
ALLAN H. TOOLE  
JOHN E. HEATH, JR.  
E. GLENN HARMON  
JOHN L. NEFF  
EARL R. KROGUE  
ROBERT L. MAGNUSON  
RED M. BARNES  
WILLIAM O. SYNMES  
ERIC R. HAYES  
ROBERT H. LAMP  
R. THOMAS CONNOLLY  
BARRY J. BRIGGS  
RICHARD W. PEREDONIA  
THOMAS D. COCHRAN

WITHERSPOON, KELLEY, DAVENPORT & TOOLE  
ATTORNEYS & COUNSELORS  
11th FLOOR OLD NATIONAL BANK BUILDING  
SPOKANE, WASHINGTON 99201

November 15, 1976

RECEIVED  
NOV 17 1976  
THOMAS L. SEIFERT  
TELEPHONE  
(509) 824-5265

CERTIFIED - RETURN RECEIPT REQUESTED

Mr. Thomas L. Seifert  
Legal Counsel and Secretary  
Golconda Corporation  
39 So. LaSalle Street  
Chicago, Illinois 60603

Re: Sale of Golconda Mining Assets

Dear Mr. Seifert:

Enclosed are the stock powers which you sent to me last week in connection with the sale of Golconda's mining assets.

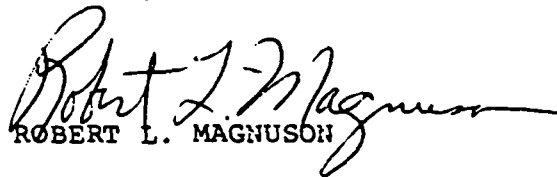
To facilitate the transfer of the stock into the purchaser's name, we would appreciate your obtaining a guarantee of the signature of Golconda Corporation on all of the stock powers. The signature guarantee should be made by a bank or by a member firm of the New York or American stock exchanges.

Upon the return of the stock powers to us with the signatures guaranteed, we will be in a position to close the transaction.

Very truly yours,

WITHERSPOON, KELLEY, DAVENPORT & TOOLE

BY

  
ROBERT L. MAGNUSON

bld  
enclosures

cc: Mr. H. F. Magnuson

LS 001970

**FOR VALUE RECEIVED,** Golconda Corporation, successor in  
interest to Golconda Mining Corporation  
by way of merger effective September 15, 1970,

hereby sell, assign and transfer unto \_\_\_\_\_

Three Hundred Fifty-eight Thousand ( 358,000 ) Shares of the \_\_\_\_\_

Capital Stock of the Ivanhoe Mining Company, Limited

standing in \_\_\_\_\_ name on the books of said Golconda Corporation

\_\_\_\_\_ represented by Certificate Nos 1620 and 1625 herewith

and do hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named  
Company with full power of substitution in the premises.

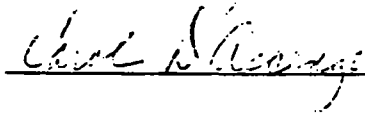
Dated November 8, 1976

BY: 

GOLCONDA CORPORATION

ATTEST: \_\_\_\_\_

IN PRESENCE OF



Signature guaranteed SIGNATURE GUARANTEED  
American National Bank and Trust Company  
OF CHICAGO

BY 

PRO CASHIER

LS 001971

ASSIGNMENT SEPARATE FROM CERTIFICATE

No. 722P  
AUGUST, 1966

GEORGE E. COLE\*  
LEGAL FORMS

**FOR VALUE RECEIVED,** Golconda Corporation, successor in interest to  
Golconda Mining Corporation by way of merger  
effective September 15, 1970,

hereby sell, assign and transfer unto

Four Hundred Twenty-Six Thousand,  
Five Hundred and Twelve

( 426,512 ) Shares of the

Capital Stock of the Mullan Metals, Inc.

standing in name on the books of said Golconda Corporation

represented by Certificate No. 125 herewith

and do hereby irrevocably constitute and appoint

attorney to transfer the said stock on the books of the within named

Company with full power of substitution in the premises.

GOLCONDA CORPORATION

BY:

Dated November 8, 1976

ATTEST:

IN PRESENCE OF

*Charles S. [Signature]*

Signature guaranteed

SIGNATURE GUARANTEED

American National Bank and Trust Company  
OF CHICAGO

BY:

*[Signature]*

PRO CASHIER

LS 001972

**FOR VALUE RECEIVED,** Golconda Corporation, successor in interest to  
Golconda Mining Corporation by way of merger  
effective September 15, 1970,

hereby sell, assign and transfer unto \_\_\_\_\_  
Two Hundred Fifty-Four Thousand,  
and Twenty-Five ( 254,025 ) Shares of the \_\_\_\_\_

Capital Stock of the Wallace Mining Company

standing in \_\_\_\_\_ name on the books of said Golconda Corporation

\_\_\_\_\_ represented by Certificate No. 212 herewith

and do hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named  
GOLCONDA CORPORATION

Company with full power of substitution in the premises. BY: \_\_\_\_\_

Dated November 8, 1976

ATTEST: \_\_\_\_\_

IN PRESENCE OF

Carol A. [Signature]

Signature guaranteed \_\_\_\_\_

American National Bank and Trust Co.  
OF CHICAGO

[Signature]  
\_\_\_\_\_  
PRO CASHIER

LS 001973

**FOR VALUE RECEIVED,** Golconda Corporation, successor in interest to  
Golconda Mining Corporation by way of merger  
effective September 15, 1970,

hereby sell, assign and transfer unto \_\_\_\_\_

Thirteen Thousand

( 13,000 )

Shares of the \_\_\_\_\_

Capital Stock of the Aberdeen Idaho Mining Company

standing in \_\_\_\_\_ name on the books of said Golconda Corporation

represented by Certificate No.s 3245 and 3246

herewith

and do hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named

**GOLCONDA CORPORATION**

Company with full power of substitution in the premises.

BY: [Signature]

Dated November 8, 1976

ATTEST: \_\_\_\_\_

IN PRESENCE OF

[Signature]

Signature guaranteed

SIGNATURE GUARANTEED

American National Bank and Trust Company  
OF CHICAGO

BY [Signature]

PRO BASHIET

LS 001974



ASSIGNMENT SEPARATE FROM CERTIFICATE

NO. 722P  
AUGUST, 1966

GEORGE E. COLE  
LEGAL FORMS

**FOR VALUE RECEIVED,** Golconda Corporation, successor in interest to  
Golconda Mining Corporation by way of merger  
effective September 15, 1970,

hereby sell, assign and transfer unto

Twenty-Seven Thousand,  
Five Hundred and Two

( 27,502 )

Shares of the

Capital Stock of the Abot Mining Company

standing in \_\_\_\_\_ name on the books of said Golconda Corporation

represented by Certificate No. 12365

herewith

and do hereby irrevocably constitute and appoint

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named

Company with full power of substitution in the premises.

BY:

Dated November 8, 1976

ATTEST:

IN PRESENCE OF

*Carol D. [Signature]*

Signature guaranteed

SIGNATURE GUARANTEED

American National Bank and Trust Company

OF CHICAGO

BY

*[Signature]*

PRO CASHIER

LS 001975

ASSIGNMENT SEPARATE FROM CERTIFICATE

No. 722P  
AUGUST, 1966

GEORGE E. COLE  
LEGAL FORMS

**FOR VALUE RECEIVED,** Golconda Corporation, successor in interest to  
Golconda Mining Corporation by way of merger  
effective September 15, 1970,

hereby sell, assign and transfer unto

One Hundred Fifty Seven Thousand,  
Nine Hundred and Two

( 157,902 ) Shares of the

Capital Stock of the Bullion Mining Company

standing in name on the books of said Golconda Corporation

represented by Certificate No. 3411 herewith

and do hereby irrevocably constitute and appoint

attorney to transfer the said stock on the books of the within named

GOLCONDA CORPORATION

Company with full power of substitution in the premises.

BY:

Dated November 8, 1976

ATTEST:

IN PRESENCE OF

*Carol A. George*

Signature guaranteed

SIGNATURE GUARANTEED

American National Bank and Trust Company  
of Chicago

BY

*[Signature]*

PRO CASHIER

LS 001976

**FOR VALUE RECEIVED,** Golconda Corporation, successor in interest to  
~~Golconda Mining Corporation by way of merger~~  
effective September 15, 1970,

hereby sell, assign and transfer unto \_\_\_\_\_

Three Hundred and Eighteen ( 318 ) Shares of the Common

Capital Stock of the Coeur d'Alene Syndicate Mining Company

standing in \_\_\_\_\_ name on the books of said Golconda Corporation

\_\_\_\_\_ represented by Certificate No. 124 herewith

and do hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named  
Company with full power of substitution in the premises.

Dated November 8, 1976

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

IN PRESENCE OF

Chris N. [Signature]

Signature guaranteed

SIGNATURE GUARANTEED

American National Bank and Trust Company  
OF CHICAGO

BY: \_\_\_\_\_

PRO CASHIER

LS 001977

ASSIGNMENT SEPARATE FROM CERTIFICATE

No. 722P  
AUGUST, 1966

GEORGE E. COLE  
LEGAL FORMS

Golconda Corporation, successor in interest to  
Golconda Mining Corporation by way of merger  
**FOR VALUE RECEIVED,** effective September 15, 1970,

hereby sell, assign and transfer unto \_\_\_\_\_

One hundred thousand ( 100,000 ) Shares of the \_\_\_\_\_

Capital Stock of the East Coeur d'Alene Silver Mines, Inc.

standing in \_\_\_\_\_ name on the books of said Golconda Corporation

\_\_\_\_\_ represented by Certificate No. 6754 herewith

and do hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named

Company with full power of substitution in the premises. GOLCONDA CORPORATION

Dated November 8, 1976

BY: [Signature]

IN PRESENCE OF

ATTEST: \_\_\_\_\_

[Signature]

Signature guaranteed

SIGNATURE GUARANTEED  
American National Bank and Trust Company  
OF CHICAGO

BY [Signature]

THE CASHIER

LS 001978

**FOR VALUE RECEIVED,** Golconda Corporation, successor in interest to  
Golconda Mining Corporation by way of merger  
effective September 15, 1970,

hereby sell, assign and transfer unto

Sixty-Five Hundred( 6,500 )

Shares of the

Capital Stock of the Hunter Creek Mining Companystanding in \_\_\_\_\_ name on the books of said Golconda Corporationrepresented by Certificate No. 10211

herewith

and do hereby irrevocably constitute and appoint

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named

Company with full power of substitution in the premises.

GOLCONDA CORPORATION

BY: *[Signature]*Dated November 8, 1976

IN PRESENCE OF

ATTEST: *[Signature]**Carey A. Acme*

Signature guaranteed

SIGNATURE GUARANTEED

American National Bank and Trust Company

OF CHICAGO

BY *[Signature]*

FNO 025112

LS 001979

ASSIGNMENT SEPARATE FROM CERTIFICATE

No. 722P  
AUGUST, 1966

GEORGE E. COLE\*  
LEGAL FORMS

**FOR VALUE RECEIVED,**

Golconda Corporation, successor in interest to  
Golconda Mining Corporation by way of merger  
effective September 15, 1970,

hereby sell, assign and transfer unto

Eighty-Eight Thousand,  
Five Hundred

( 88,500 ) Shares of the

Capital Stock of the Metropolitan Mines Corp., Ltd.

standing in name on the books of said Golconda Corporation

represented by Certificate No.s 13123 & 13124 herewith

and do hereby irrevocably constitute and appoint

attorney to transfer the said stock on the books of the within named

GOLCONDA CORPORATION

Company with full power of substitution in the premises.

BY:

Dated November 8, 1976

ATTEST:

IN PRESENCE OF

*Carol A. [Signature]*

Signature guaranteed

AMERICAN NATIONAL BANK AND TRUST COMPANY  
OF CHICAGO

BY

*[Signature]*

PRO CASHIER

LS 001980

FOR VALUE RECEIVED, Golconda Corporation, successor in interest to  
Golconda Mining Corporation by way of merger  
effective September 15, 1970,

hereby sell, assign and transfer unto

Thirty-Six Thousand,  
Five Hundred( 36,500 ) Shares of theCapital Stock of the Silver Bowl, Inc.standing in \_\_\_\_\_ name on the books of said Golconda Corporation\_\_\_\_\_ represented by Certificate No. 12646 herewith

and do hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named

Company with full power of substitution in the premises.

Dated November 8, 1976BY: [Signature]

GOLCONDA CORPORATION

ATTEST: [Signature]

IN PRESENCE OF

[Signature]

Signature guaranteed

SIGNATURE GUARANTEED

American National Bank and Trust Company

OF CHICAGO

BY: [Signature]

PRO CASHIER

LS 001981

**FOR VALUE RECEIVED,** Golconda Corporation, successor in interest to  
Golconda Mining Corporation by way of merger  
effective September 15, 1970,

hereby sell, assign and transfer unto

Two Hundred Eleven Thousand, Seven ( 211,750 ) Shares of the  
Hundred Fifty

Capital Stock of the Silver Buckle Mines, Inc.

standing in \_\_\_\_\_ name on the books of said Golconda Corporation

B2830, B3140

\_\_\_\_\_ represented by Certificate Nos through B3148 herewith

and do hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named  
GOLCONDA CORPORATION  
Company with full power of substitution in the premises.

Dated November 8, 1976

BY: [Signature]

ATTEST: \_\_\_\_\_

IN PRESENCE OF

[Signature]

Signature guaranteed ~~NATURE~~ GUARANTEED

American National Bank and Trust Company  
OF CHICAGO

BY [Signature]

PER CASHIER

LS 001982



**FOR VALUE RECEIVED,** Golconda Corporation, successor in interest to  
Golconda Mining Corporation by way of merger  
effective September 15, 1970,

hereby sell, assign and transfer unto

One Hundred Forty-Eight Thousand,  
Five Hundred

( 148,500 ) Shares of the

Capital Stock of the Vindicator Silver-Lead Mining Company

standing in \_\_\_\_\_ name on the books of said Golconda Corporation

3566, 3568, 6770,

represented by Certificate No.s 6771 and 7710 herewith

and do hereby irrevocably constitute and appoint

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named

**GOLCONDA CORPORATION**

Company with full power of substitution in the premises.

BY: *DRS*

Dated November 8, 1976

IN PRESENCE OF

ATTEST: \_\_\_\_\_

*Carol A. [unclear]*

Signature guaranteed SIGNATURE GUARANTEED

American National Bank and Trust Company,  
OF CHICAGO

BY: *J. [unclear]*

PRO CASHIER

LS 001983

Golconda Corporation, successor in interest to  
**FOR VALUE RECEIVED,** Golconda Mining Corporation by way of merger  
effective September 15, 1970,

hereby sell, assign and transfer unto \_\_\_\_\_

Ninety-Five Thousand, Five Hundred ( 95,500 ) Shares of the \_\_\_\_\_

Capital Stock of the Yreka United, Inc.

standing in \_\_\_\_\_ name on the books of said Golconda Corporation

\_\_\_\_\_ represented by Certificate No. 15946 herewith

and do hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named

Company with full power of substitution in the premises.

BY: [Signature]

GOLCONDA CORPORATION

Dated November 8, 1976

ATTEST: \_\_\_\_\_

IN PRESENCE OF

[Signature]

Signature guaranteed  
American National Bank and Trust Company  
OF CHICAGO

BY [Signature]

PRO CASHIER

LS 001984

**FOR VALUE RECEIVED,** Golconda Corporation, successor in interest to  
Golconda Mining Corporation by way of merger  
effective September 15, 1970,

hereby sell, assign and transfer unto

Fifty Seven Hundred

( 5,700 )

Shares of the

Capital Stock of the Silver Eureka Corporation

standing in name on the books of said Golconda Corporation

represented by Certificate No. T14580

herewith

and do hereby irrevocably constitute and appoint

attorney to transfer the said stock on the books of the within named

Company with full power of substitution in the premises.

GOLCONDA CORPORATION

BY:

Dated November 8, 1976

ATTEST:

IN PRESENCE OF

*Carol N. [Signature]*

Signature guaranteed SIGNATURE GUARANTEED

American National Bank and Trust Company  
OF CHICAGO

*[Signature]*

FOR CASHIER

LS 001985

**FOR VALUE RECEIVED,** Golconda Corporation, successor in interest to  
Golconda Mining Corporation by way of merger  
effective September 15, 1970,

hereby sell, assign and transfer unto

One Hundred Fifty-Four Thousand,  
Six Hundred Fifty

( 154,650 ) Shares of the

Capital Stock of the Square Deal Mining &amp; Milling Co., Ltd.

standing in name on the books of said Golconda Corporation

880, 896, 897, 1254,

represented by Certificate No. 1378, 1383, 1440 herewith  
through 1443, 1447

and do hereby irrevocably constitute and appoint

attorney to transfer the said stock on the books of the within named

GOLCONDA CORPORATION

Company with full power of substitution in the premises.

BY:

Dated November 8, 1976

ATTEST:

IN PRESENCE OF

*Charles N. [Signature]*

Signature guaranteed

NATURE GUARANTEED  
American National Bank and Trust Company  
of Chicago*[Signature]*

FEB 20 1977

LS 001986

ASSIGNMENT SEPARATE FROM CERTIFICATE

No. 722P  
AUGUST, 1966

GEORGE E. COLE  
LEGAL FORMS

FOR VALUE RECEIVED,

Golconda Corporation, successor in interest to  
Golconda Mining Corporation by way of merger  
effective September 15, 1970 (previously known  
as Golconda Lead Mines),

hereby sell, assign and transfer unto

Seventy-Seven Thousand,  
One Hundred Sixty-Seven

(77,167)

) Shares of the Common

Capital Stock of the Uranium Mines, Inc.

standing in name on the books of said Golconda Corporation

J3293, J5562,

represented by Certificate No. J5574 & J5578 herewith

and do hereby irrevocably constitute and appoint

attorney to transfer the said stock on the books of the within named

Company with full power of substitution in the premises.

BY:

Dated November 8, 1976

IN PRESENCE OF

ATTEST:

Signature guaranteed

SIGNATURE GUARANTEED

American National Bank and Trust Company  
OF CHICAGO

BY

PRO CASHIER

LS 001987

**FOR VALUE RECEIVED,** Golconda Corporation, successor in interest to  
Golconda Mining Corporation by way of merger  
effective September 15, 1970 (previously known as  
Golconda Lead Mines),

hereby sell, assign and transfer unto

Eight Hundred Forty-Two Thousand,  
Eight Hundred and Nine

( 842,809 )

Shares of the

Capital Stock of the Square Deal Mining & Milling Co., Ltd.

standing in \_\_\_\_\_ name on the books of said Golconda Corporation

567, 625, 708,

represented by Certificate No. 712, 822 and 852 herewith

and do hereby irrevocably constitute and appoint

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named

Company with full power of substitution in the premises.

BY:

GOLCONDA CORPORATION

Dated November 8, 1976

ATTEST:

IN PRESENCE OF

Carol D. Casenave

Signature guaranteed

SIGNATURE GUARANTEED BY  
AMERICAN NATIONAL BANK AND TRUST CO. OF CHICAGO

[Signature]  
PROTESTANT

LS 001988

FOR VALUE RECEIVED, Golconda Corporation

hereby sell, assign and transfer unto \_\_\_\_\_

Two Million ( 2,000,000 ) Shares of the \_\_\_\_\_Capital Stock of the Golconda Mining Corporationstanding in \_\_\_\_\_ name on the books of said Golconda Corporation\_\_\_\_\_ represented by Certificate No. 1 herewith

and do hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named

Company with full power of substitution in the premises.

GOLCONDA CORPORATION

Dated November 8, 1976BY: [Signature]

Attest: \_\_\_\_\_

IN PRESENCE OF

[Signature]

Signature guaranteed

SIGNATURE GUARANTEED

American National Bank and Trust  
OF CHICAGOBY: [Signature]

PRO CASHIER

LS 001989

**FOR VALUE RECEIVED,** Golconda Corporation, successor in interest to  
Golconda Mining Corporation by way of merger effective  
September 15, 1970,

hereby sell, assign and transfer unto \_\_\_\_\_

Two Hundred and Three Thousand

( 203,000 ) Shares of the \_\_\_\_\_

Capital Stock of the Bell Mining Company

standing in \_\_\_\_\_ name on the books of said Golconda Corporation

represented by Certificate No. 355 herewith

and do hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named  
Company with full power of substitution in the premises.

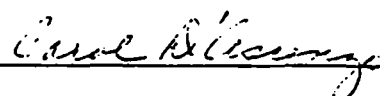
Dated November 8, 1976

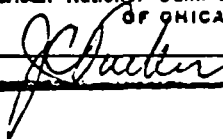
BY: 

GOLCONDA CORPORATION

ATTEST: \_\_\_\_\_

IN PRESENCE OF



SIGNATURE GUARANTEED  
Signature guaranteed by  
  
OF CHICAGO

PRO CASHIER

LS 001990



**FOR VALUE RECEIVED,**Golconda Corporation, successor in interest to  
Golconda Mining Corporation by way of merger  
effective September 15, 1970,

hereby sell, assign and transfer unto

Eight Hundred Eighty Thousand,  
Three Hundred Seventy-One

( 880,371 ) Shares of the

Capital Stock of the Black Bear Mines Companystanding in \_\_\_\_\_ name on the books of said Golconda Corporationrepresented by Certificate No.s 936 and 969 herewith

and do hereby irrevocably constitute and appoint \_\_\_\_\_

attorney to transfer the said stock on the books of the within named

Company with full power of substitution in the premises.

GOLCONDA CORPORATION

BY: *[Signature]*Dated November 8, 1976ATTEST: *[Signature]*

IN PRESENCE OF

*[Signature]*SIGNATURE GUARANTEED  
Signature guaranteed  
American National Bank and Trust Company  
of CHICAGO*[Signature]*  
PRO CLERK

LS 001991

**FOR VALUE RECEIVED,** Golconda Corporation, successor in interest to  
Golconda Mining Corporation by way of merger  
effective September 15, 1970,

hereby sell, assign and transfer unto \_\_\_\_\_

One Hundred Thousand ( 100,000 ) Shares of the \_\_\_\_\_

Capital Stock of the Great Eastern Mining Co., Ltd.

standing in \_\_\_\_\_ name on the books of said Golconda Corporation

represented by Certificate No. 1274 herewith

and do hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named  
Company with full power of substitution in the premises.

Dated November 8, 1976

BY: [Signature]

GOLCONDA CORPORATION

IN PRESENCE OF

ATTEST: \_\_\_\_\_

[Signature]

Signature guaranteed

OF CHICAGO

[Signature]

PRO BASHIER

LS 001992

**FOR VALUE RECEIVED,** Golconda Corporation, successor in interest to  
Golconda Mining Corporation by way of merger  
effective September 15, 1970,

hereby sell, assign and transfer unto

Seven Hundred Fifty-Five Thousand,  
and Forty-Two

( 755,042 )

Shares of the

Capital Stock of the Granada Lead Mines, Inc.

standing in \_\_\_\_\_ name on the books of said Golconda Corporation

represented by Certificate No. 1098

herewith

and do hereby irrevocably constitute and appoint

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named

Company with full power of substitution in the premises.

BY: \_\_\_\_\_

Dated November 8, 1976

ATTEST: \_\_\_\_\_

IN PRESENCE OF

Carol S. [Signature]

SIGNATURE GUARANTY  
American National Bank and Trust Company  
OF CHICAGO

BY: \_\_\_\_\_

PRO CASHIER

LS 001993

**FOR VALUE RECEIVED,** Golconda Corporation (by assignment from R. J. Bruning),

hereby sell, assign and transfer unto \_\_\_\_\_

One Hundred ( 100 ) Shares of the \_\_\_\_\_

Capital Stock of the Granada Lead Mines, Inc.

standing in \_\_\_\_\_ name on the books of said Golconda Corporation

\_\_\_\_\_ represented by Certificate No. 1020 herewith

and do hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named

Company with full power of substitution in the premises.

**GOLCONDA CORPORATION**

BY: \_\_\_\_\_

Dated November 8, 1976

ATTEST: \_\_\_\_\_

IN PRESENCE OF

Carol S. [Signature]

Signature guaranteed

SIGNATURE GUARANTEED  
American National Bank and Trust Company  
OF CHICAGO

BY: \_\_\_\_\_

PRO CASHIER

LS 001994

**FOR VALUE RECEIVED,** Golconda Corporation (by assignment from D. L. Hess),

hereby sell, assign and transfer unto \_\_\_\_\_

One Hundred ( 100 ) Shares of the \_\_\_\_\_

Capital Stock of the Granada Lead Mines, Inc.

standing in \_\_\_\_\_ name on the books of said Golconda Corporation

\_\_\_\_\_ represented by Certificate No. 1010 herewith

and do hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named  
Company with full power of substitution in the premises.

Dated November 8, 1976

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

IN PRESENCE OF

Carol D. Loring

Signature guaranteed

SIGNATURE  
AMERICAN INDEPENDENT STOCK EXCHANGE  
OF CHICAGO

BY: \_\_\_\_\_

PRO CASHIER

LS 001995

**FOR VALUE RECEIVED, Golconda Corporation (by assignment from Gus Voltolini),**

hereby sell, assign and transfer unto \_\_\_\_\_

One Hundred ( 100 ) Shares of the \_\_\_\_\_Capital Stock of the Granada Lead Mines, Inc.standing in \_\_\_\_\_ name on the books of said Golconda Corporation\_\_\_\_\_ represented by Certificate No. 1009 herewith

and do hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named

Company with full power of substitution in the premises.

BY: \_\_\_\_\_

Dated November 8, 1976

ATTEST: \_\_\_\_\_

IN PRESENCE OF

Carol D. [Signature]

Signature guaranteed

SIGNATURE GUARANTEED  
American National Bank and Trust  
OF CHICAGO

BY: \_\_\_\_\_

FEB CASHIER

LS 001996

Golg - CDA dm - 1029

**FOR VALUE RECEIVED,** Golconda Corporation (by assignment from Wray Featherstone),

hereby sell, assign and transfer unto \_\_\_\_\_

One Hundred ( 100 ) Shares of the \_\_\_\_\_

Capital Stock of the Granada Lead Mines, Inc.

standing in \_\_\_\_\_ name on the books of said Golconda Corporation

\_\_\_\_\_ represented by Certificate No. 1008 herewith

and do hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named  
Company with full power of substitution in the premises.

Dated November 8, 1976

BY: [Signature]

ATTEST: \_\_\_\_\_

IN PRESENCE OF

[Signature]

SIGNATURE GUARANTEED  
Signature guaranteed  
American National Bank and Trust Company  
OF CHICAGO

BY: [Signature]

PRO CLERK

LS 001997

FOR VALUE RECEIVED,

Golconda Corporation, successor in interest  
to Golconda Mining Corporation by way of merger  
effective September 15, 1970,

hereby sell, assign and transfer unto

One Hundred Seventy-Six Thousand,

Six Hundred Sixty-Seven ( 176,667 ) Shares of the Common

Capital Stock of the Uranium Mines, Inc.

standing in name on the books of said Golconda Corporation

J5934, J6252, J6253,

represented by Certificate No.s J6254, J6255, J6256 herewith  
and J6257

and do hereby irrevocably constitute and appoint

attorney to transfer the said stock on the books of the within named

GOLCONDA CORPORATION

Company with full power of substitution in the premises.

BY:

Dated November 8, 1976

ATTEST:

IN PRESENCE OF

Carol S. [Signature]

Signature guaranteed

SIGNATURE GUARANTEED

American National Bank and Trust Company  
OF CHICAGO

BY

PRO CASHIER

LS 001998



**FOR VALUE RECEIVED,** Golconda Corporation, successor in interest to  
Golconda Mining Corporation by way of merger effective  
September 15, 1970,

hereby sell, assign and transfer unto \_\_\_\_\_

Four Million Three Hundred

and Eight Thousand and Twenty (4,308,020) Shares of the \_\_\_\_\_

Capital Stock of the Alice Consolidated Mines, Inc.

standing in \_\_\_\_\_ name on the books of said Golconda Corporation

\_\_\_\_\_ represented by Certificate Nos 3, 7, 8, 9, 10, 11 & 411 herewith

and do hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_ attorney to transfer the said stock on the books of the within named

Company with full power of substitution in the premises.

Dated November 8, 1976

BY:

ATTEST:

IN PRESENCE OF

Signature guaranteed

AMERICAN NATIONAL BANK  
OF CHICAGO

BY:  PRO BASHIER

LS 001999

W. W. WITHERSPOON  
1931-1972  
WILLIAM V. KELLEY  
WM. A. DAVENPORT  
ALLAN H. TOOLE  
JOHN E. HEATH, JR.  
E. GLENN HARMON  
JOHN L. NEFF  
KARL A. KROGUE  
ROBERT L. MAGNUSON  
NED M. BARNES  
WILLIAM O. SYMMES  
ERIC K. HAYES  
ROBERT H. LAMP  
A. THOMAS CONNOLLY  
BARRY J. BRIGGS  
RICHARD W. PEREDNIA  
THOMAS D. COCHRAN

WITHERSPOON, KELLEY, DAVENPORT & TOOLE  
ATTORNEYS & COUNSELORS  
1127 FLOOR OLD NATIONAL BANK BUILDING  
SPOKANE, WASHINGTON 99201

TELEPHONE  
(509) 624-5208

October 29, 1976

RECEIVED  
NOV 2 1976  
THOMAS L. SEIFERT

Mr. Thomas L. Seifert  
General Counsel and Secretary  
Golconda Corporation  
4201 West Peterson Avenue  
Chicago, Illinois 60646

Re: Sale of Golconda Mining Assets

Dear Mr. Seifert:

Enclosed are the original and one copy each of the following listed documents which we have prepared in connection with the sale of Golconda's mining assets to Harry F. Magnuson:

1. A form of Quit Claim Deed from Golconda Corporation and Golconda Mining Corporation conveying the unpatented mining claims to H. F. Magnuson.
2. A form of Quit Claim Deed from Golconda Corporation and Golconda Mining Corporation conveying the patented mining claims to H. F. Magnuson.
3. A form of Quit Claim Deed from Golconda Corporation and Golconda Mining Corporation conveying the other subdivided real property owned by Golconda to H. F. Magnuson.
4. A form of Quit Claim Deed from Golconda Corporation and Golconda Mining Corporation conveying any and all interest of either of the grantors in any real property located in Shoshone County, Idaho.
5. A form of Assignment and Bill of Sale transferring to H. F. Magnuson the interest of Golconda Corporation and Golconda Mining Corporation in the mining and milling buildings, machinery, and equipment located on the property, and certain accounts receivable owing from other mining companies listed therein.

LS 002000

Golc - CDA dm - 1033

October 29, 1976

If the above listed documents appear to be in order, they should be executed by the appropriate officers of Golconda Corporation before a notary public. The documents could be executed by the officers of Golconda Mining Corporation at the closing which we understand is to take place at the office of the company in Wallace, Idaho.

In addition to the above documents, the Sale Agreement contemplates the delivery at closing of endorsed stock certificates representing the shares of stock listed on Exhibit "A" and endorsed certificates representing all of the outstanding shares of Golconda Mining Corporation. As the stock certificates are in the possession of Golconda Corporation, we would appreciate your obtaining the endorsement thereof by the appropriate officers. Separate stock powers attached to the certificates would, of course, be acceptable.

After you have had a chance to review the enclosed documents, I would appreciate your giving me a call to discuss how you would like the closing to be conducted.

Very truly yours,

WITHERSPOON, KELLEY, DAVENPORT & TOOLE

BY

  
ROBERT L. MAGNUSON

bld

enclosures

cc: Mr. H. F. Magnuson  
Mr. Wray Featherstone

LS 002001

ORI

ASSIGNMENT AND  
BILL OF SALE

FOR VALUE RECEIVED, GOLCONDA CORPORATION, an <sup>Idaho</sup>~~Illinois~~ corporation, and GOLCONDA MINING CORPORATION, an Idaho corporation, and each of them, hereafter called the "Grantors", do hereby sell, assign, transfer and set over to HARRY F. MAGNUSON, Wallace, Idaho, hereinafter called the "Grantee", all of the right, title and interest in and to all of the items of personal property and accounts receivable hereinafter described, owned or held by them, or either of them, as of the date hereof:

1. All buildings, machinery, equipment and tools located on any of the patented or unpatented lode mining claims or other real property this day conveyed by the Grantors to the Grantee; including, but not limited to all mining, crushing and milling buildings, machinery and equipment used or intended for use in connection with the operation of the Golconda Mine or the Golconda Mill now located on the premises conveyed to the Grantee.
2. The following listed accounts receivable owing as of this date to the Grantors or either of them, and any and all security held therefor:

<u>Name of Debtor</u>	<u>Amount</u>
Square Deal Mining & Milling Company	\$16,192.77
Wallace Mining Company	109.94
Idaho-Montana Silver Mines, Inc.	5,100.00
Granada Lead Mines, Inc.	800.00
Alice Consolidated Mines, Inc.	1,500.00
Ivanhoe Mining Company	300.00
	<u>\$24,002.71</u>

\*

LS 002002

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1976.

GOLCONDA CORPORATION

By \_\_\_\_\_

Attest: \_\_\_\_\_

\*Grantors make no warranties whatsoever of any kind or character with respect to the validity or the collectibility of the accounts receivable recited herein.

GOLCONDA MINING CORPORATION

By \_\_\_\_\_

Attest: \_\_\_\_\_

STATE OF ILLINOIS       )  
                                  ) ss  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 1976, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of GOLCONDA CORPORATION, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Illinois, residing at \_\_\_\_\_.

STATE OF IDAHO       )  
                                  ) ss  
County of Shoshone )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1976, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of GOLCONDA MINING CORPORATION, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Idaho, residing at Shoshone.

LS 002003

QUIT CLAIM MINING DEED

THIS INDENTURE, Made this 14<sup>th</sup> day of April, 1976, by and between GOLCONDA CORPORATION, an Illinois corporation, successor in interest by merger with Golconda Mining Corporation (formerly named "Golconda Lead Mines"), a former Idaho corporation, whose address is 4201 W. Peterson Avenue, Chicago, Illinois 60646, and GOLCONDA MINING CORPORATION, an existing Idaho corporation whose address is Scott Building, P.O. Box 469, Wallace, Idaho 83873, hereinafter collectively referred to as the "Grantors", and HARRY F. MAGNUSON, whose address is Scott Building, P.O. Box 469, Wallace, Idaho 83873, hereinafter referred to as the "Grantee",

W I T N E S S E T H:

That the Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, have remised, released and forever quitclaimed and by these presents do hereby remise, release and forever quitclaim unto the Grantee, and his heirs, administrators, successors and assigns forever, all of those certain patented lode mining claims, situated in Shoshone County, Idaho, described as follows:

<u>Name of Claim</u>	<u>United States Mineral Survey Number</u>
Claims Located in Placer Center and/or Hunter Mining Districts	
Abraham	2885
Avalanche	"
Bruin	"
Bermuda	"
Dynamo	"
Golconda	"
Iron Site	"
Keystone	"
Lincoln	"
Raymond	"
Richmond	"
Triphase	"
Vicksburg	2885
Claims Located in Hunter Mining District	
Alaska	2215
Cape Nome	2215 and 1482
Cove	2215
Gold Drop	"
Hattie	"
Juneau	"
Klondike	"
Mayflower	"

LS 002004

Missing Link	2215
Snowdrift	"
Snowflake	"
Sunshine	"
Sunshine Fraction	"
Surprise	2215
Lead	3199
Nick	3199
Silver	3199
Zinc	3199
Boston	2266
Crescent	"
Greene	"
I.X.L.	"
Mossie	"
Reliance	"
Silver Lead King	"
Silver Lead Queen	"
Wonder	"

#### Claims Located in Lelande Mining District

Owl	3376
Potosi	1985
South Gem	1985
Silent Friend	2023
Silent Friend Fraction	2023
Port Arthur	2061
Buller	2285
U-Like No. 2	2285
Maggie M.	2287
N.Y. Fraction	2287
98 Fraction	2287
Silver Bell	2237
Coeur d'Alene Pilot	2237
Central	2057
Fairview Fraction	2057
Log Cabin	2057
Anglo Saxon Fraction	2146
Kersage	2146
Merrimac	2146
Idaho Fraction	2227
Mexican	2227
Sunrise	2227
Black Pine No. 2	3081-A
Adams	2456
Right	2456
Wallace	2456
Seattle	2823
Minneapolis	2823

Together with any and all metals and minerals and mineral-bearing rock and earth therein, and all mining and other rights, including extralateral rights, attached or belonging thereto, and all the rights, privileges and franchises thereto incident, appendant and appurtenant or therewith usually had and enjoyed; and also all and singular the tenements, hereditaments and appurtenances thereto

LS 002005

belonging or in anywise appertaining, and the rents, issues, and profits thereof, and also all the estate, right, title, interest, property, possession claim and demand whatsoever, as well in law as in equity, of the Grantors and each of them in and to said premises and every part and parcel thereof, with the appurtenances, now owned or hereafter acquired.

TO HAVE AND TO HOLD, all and singular, the above described property, together with the appurtenances and privileges, unto the Grantee, his heirs, administrators, successors and assigns forever.

IN WITNESS WHEREOF, each of the Grantors has caused these presents to be executed by its duly authorized officers the date herein first above written.

GOLCONDA CORPORATION

BY \_\_\_\_\_

Attest: \_\_\_\_\_

GOLCONDA MINING CORPORATION

BY \_\_\_\_\_

Attest: \_\_\_\_\_

STATE OF ILLINOIS       )  
                              ) ss  
County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 1976, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of GOLCONDA CORPORATION, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Illinois, residing at \_\_\_\_\_.

LS 002006



STATE OF IDAHO           )  
                                  ) ss  
County of Shoshone    )

On this \_\_\_\_ day of \_\_\_\_\_, 1976, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of GOLCONDA MINING CORPORATION, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Idaho, residing at Shoshone.

LS 002007

QUIT CLAIM MINING DEED

THIS INDENTURE, Made this \_\_\_\_ day of \_\_\_\_\_, 1976, by and between GOLCONDA CORPORATION, an ~~Illinois~~ corporation, successor in interest by merger with Golconda Mining Corporation (formerly named "Golconda Lead Mines"), a former Idaho corporation, whose address is 4201 W. Peterson Avenue, Chicago, Illinois 60646, and GOLCONDA MINING CORPORATION, an existing Idaho corporation whose address is Scott Building, P.O. Box 469, Wallace, Idaho 83873, hereinafter collectively referred to as the "Grantors", and HARRY F. MAGNUSON, whose address is Scott Building, P.O. Box 469, Wallace, Idaho 83873, hereinafter referred to as the "Grantee",

W I T N E S S E T H:

That the Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, have remised, released and forever quitclaimed and by these presents do hereby remise, release and forever quitclaim unto the Grantee, and his heirs, administrators, successors and assigns forever, all of that certain real property situated in Shoshone County, State of Idaho, described as follows:

All of Lots numbered six (6) and seven (7) in Section Thirty (30), Township forty-eight (48), North, Range five (5), East of the Boise Meridian;

and,

All of that portion of Lot numbered eight (8) in Section Thirty (30), Township forty-eight (48), North, Range five (5), East of the Boise Meridian, lying North of the Northerly boundary line of the right-of-way of the Coeur d'Alene branch of the Northern Pacific Railway Company (now Burlington-Northern, Inc.) conveyed to Golconda Lead Mines by that certain Warranty Deed dated January 25, 1928, executed by Mary Hutchison, a widow, and recorded on January 25, 1928, in the records of Shoshone County, Idaho, in Book 61 of Deeds, Page 84.

Together with any and all metals and minerals and mineral-bearing rock and earth therein, and all mining and other rights, including extralateral rights attached or belonging thereto, and all the rights, privileges and franchises thereto incident, appendant and appurtenant or therewith usually had and enjoyed; and also all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the rents, issues, and profits thereof, and also all the estate, right, title, interest,

LS 002008

property, possession claim and demand whatsoever, as well in law as in equity, of the Grantors and each of them in and to said premises and every part and parcel thereof, with the appurtenances, now owned or hereafter acquired.

TO HAVE AND TO HOLD, all and singular, the above described property, together with the appurtenances and privileges, unto the Grantee, his heirs, administrators, successors and assigns forever.

IN WITNESS WHEREOF, each of the Grantors has caused these presents to be executed by its duly authorized officers the date herein first above written.

GOLCONDA CORPORATION

BY \_\_\_\_\_

Attest: \_\_\_\_\_

GOLCONDA MINING CORPORATION

BY \_\_\_\_\_

Attest: \_\_\_\_\_

STATE OF ILLINOIS       )  
                                  ) ss  
County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 1976, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of GOLCONDA CORPORATION, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Illinois, residing at \_\_\_\_\_.

LS 002009

STATE OF IDAHO        )  
                          ) ss  
County of Shoshone    )

On this \_\_\_\_ day of \_\_\_\_\_, 1976, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of GOLCONDA MINING CORPORATION, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Idaho, residing at Shoshone.

LS 002010

# QUIT CLAIM MINING DEED

THIS INDENTURE, Made this \_\_\_\_ day of Jan, 1976, by and between GOLCONDA CORPORATION, an Illinois corporation, successor in interest by merger with Golconda Mining Corporation (formerly named "Golconda Lead Mines"), a former Idaho corporation, whose address is 4201 W. Peterson Avenue, Chicago, Illinois 60646, and GOLCONDA MINING CORPORATION, an existing Idaho corporation whose address is Scott Building, P.O. Box 469, Wallace, Idaho 83873, hereinafter collectively referred to as the "Grantors", and HARRY F. MAGNUSON, whose address is Scott Building, P.O. Box 469, Wallace, Idaho 83873, hereinafter referred to as the "Grantee",

## W I T N E S S E T H:

That the Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, have remised, released and forever quitclaimed and by these presents do hereby remise, release and forever quitclaim unto the Grantee, and his heirs, administrators, successors and assigns forever, all of those certain unpatented lode mining claims, or portions thereof, situated in the Hunter and/or Leland Mining Districts of Shoshone County, Idaho, described as follows:

<u>Name of Claim</u>	<u>Recording Data</u> <u>Records of Shoshone County</u> <u>Idaho Quartz locations</u>		
	<u>Book</u>	<u>-</u>	<u>Page</u>
Keystone Fraction	35		438
Divide	31		157
Ponderosa	31		159
Pinnacle	31		158
Dart	35		124
Maul	35		126
Billy	21		269
Pierce	35		128
Cairn	35		130
Buck	35		529
Bull	35		527
Doe	35		525
Calf	35		523
Cow	35		537
Hat Fraction	35		535
Joe Fraction Amended	33		529
Box Fraction	35		531
Jack	36		447
Port Fraction	36		453
Jim Fraction	36		451
Joe	36		449
Mack Fraction	36		439
Mike	36		443
Matt	36		441
Form Fraction	36		445

LS 002011

Together with any and all metals and minerals and mineral-bearing rock and earth therein, and all mining and other rights, including extralateral rights, attached or belonging thereto, and all the rights, privileges and franchises thereto incident, appendant and appurtenant or therewith usually had and enjoyed; and also all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the rents, issues, and profits thereof, and also all the estate, right, title, interest, property, possession claim and demand whatsoever, as well in law as in equity, of the Grantors and each of them in and to said premises and every part and parcel thereof, with the appurtenances, now owned or hereafter acquired.

TO HAVE AND TO HOLD, all and singular, the above described property, together with the appurtenances and privileges, unto the Grantee, his heirs, administrators, successors and assigns forever.

IN WITNESS WHEREOF, each of the Grantors has caused these presents to be executed by its duly authorized officers the date herein first above written.

GOLCONDA CORPORATION

BY \_\_\_\_\_

Attest: \_\_\_\_\_

GOLCONDA MINING CORPORATION

BY \_\_\_\_\_

Attest: \_\_\_\_\_

STATE OF ILLINOIS     )  
                              )     ss  
County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 1976, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of GOLCONDA CORPORATION, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he is authorized to execute said instrument and that the seal affixed is

LS 002012

the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Illinois, residing at \_\_\_\_\_.

STATE OF IDAHO            )  
                              ) ss  
County of Shoshone        )

On this \_\_\_\_ day of \_\_\_\_\_, 1976, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of GOLCONDA MINING CORPORATION, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Idaho, residing at Shoshone.

LS 002013

QUIT CLAIM MINING DEED

THIS INDENTURE, Made this \_\_\_\_ day of Sept, 1976, by and between GOLCONDA CORPORATION, an ~~Illinois~~ corporation, successor in interest by merger with Golconda Mining Corporation (formerly named "Golconda Lead Mines"), a former Idaho corporation, whose address is 4201 W. Peterson Avenue, Chicago, Illinois 60646, and GOLCONDA MINING CORPORATION, an existing Idaho corporation whose address is Scott Building, P.O. Box 469, Wallace, Idaho 83873, hereinafter collectively referred to as the "Grantors", and HARRY P. MAGNUSON, whose address is Scott Building, P.O. Box 469, Wallace, Idaho 83873, hereinafter referred to as the "Grantee",

W I T N E S S E T H:

That the Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, have remised, released and forever quitclaimed and by these presents do hereby remise, release and forever quitclaim unto the Grantee, and his heirs, administrators, successors and assigns forever, all of its right, title and interest of every nature whatsoever in and to all real estate situate in Shoshone County, State of Idaho.

Together with any and all metals and minerals and mineral-bearing rock and earth therein, and all mining and other rights, including extralateral rights, attached or belonging thereto, and all the rights, privileges and franchises thereto incident, appendant and appurtenant or therewith usually had and enjoyed; and also all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the rents, issues, and profits thereof, and also all the estate, right, title, interest, property, possession claim and demand whatsoever, as well in law as in equity, of the Grantors and each of them in and to said premises and every part and parcel thereof, with the appurtenances, now owned or hereafter acquired.

TO HAVE AND TO HOLD, all and singular, the above described property, together with the appurtenances and privileges, unto the Grantee, his heirs, administrators, successors and assigns forever.

LS 002014



IN WITNESS WHEREOF, each of the Grantors has caused these presents to be executed by its duly authorized officers the date herein first above written.

GOLCONDA CORPORATION

BY \_\_\_\_\_

Attest: \_\_\_\_\_

GOLCONDA MINING CORPORATION

BY \_\_\_\_\_

Attest: \_\_\_\_\_

STATE OF ILLINOIS     )  
                                  ) ss  
County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 1976, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of GOLCONDA CORPORATION, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Illinois, residing at \_\_\_\_\_.

STATE OF IDAHO     )  
                                  ) ss  
County of Shoshone )

On this \_\_\_\_ day of \_\_\_\_\_, 1976, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of GOLCONDA MINING CORPORATION, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the

LS 002015

free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and each on oath stated that he is authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC in and for the State  
of Idaho, residing at Shoshone.

LS 002016